

Donald E. Little (No.24076191)  
506 Rolling Green Drive  
Austin, Texas 78734  
Telephone – (435) 901-0333  
[donaldlittle1@msn.com](mailto:donaldlittle1@msn.com)  
Attorney for Plaintiff

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**IN THE UNITED STATES DISTRICT  
COURT FOR THE WESTERN DISTRICT  
OF TEXAS AUSTIN DIVISION**

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FIELD NOTES INC., MARK BRADFORD	§	COMPLAINT TO COMPEL
AND HONG YU	§	ARBITRATION UNDER CONTRACT
	§	TERMS BETWEEN PLAINTIFFS AND
	§	DEFENDANTS
	§	
<i>Plaintiff,</i>	§	
	§	(1) BREACH OF CONTRACT
	§	(2) COPYRIGHT INFRINGEMENT
	§	(2) FRAUD
	§	
v.	§	
	§	
WBP GROUP PTY LTD, a/k/a	§	CASE NUMBER 1:21-cv-00216
WBP PROPERTY VALUERS,	§	
	§	
	§	
	§	
	§	
<i>Defendants.</i>	§	
	§	

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**ORIGINAL COMPLAINT**

Plaintiffs, FieldNotes Inc., Mark Bradford and Hong YU (“FieldNotes”), by and through counsel, brings and presents this Original Complaint to be filed against WBP Group PTY LTD a/k/a WBP Property Valuers and its affiliates (“WBP”) to compel arbitration between the parties.

## **JURISDICTION**

1. FieldNotes's first claim for relief arises under the Federal Arbitration Act, 9 USC § 1-16; 9 USC § 200-208; and 9 USC 301§307 and the Federal Copyright Act, 17 U.S.C. §§ 101 *et seq.* where the Court can compel the parties to arbitrate under 9 USC § 1 and the Federal Arbitration Act to the extent any of its statutory elements are shown to be applicable to this complaint to compel arbitration between the parties. Accordingly, this Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1338. FieldNotes brings this lawsuit to compel arbitration under file with the American Arbitration Association under Case Number 01-21-0000-3053 that has been ignored by WBP to date.

## **VENUE**

2. Venue in this District is appropriate because the parties agreed to Austin, Texas United States as the place for arbitration of any disputes under the contract. Because this action alleges, among other things, claims for copyright infringement and Texas State law claims, venue is proper in this district because access to the computer server by WBP repeatedly occurred in Travis County, Texas.

## **THE PARTIES**

3. Plaintiffs Field Notes, Inc., Mark Bradford, and Hong Yu are the plaintiffs as owners of FieldNotes Inc. ("FieldNotes") and duly authorized to do business in the State of Texas, with its principal place of business in Austin, Texas. Bradford and YU develop and license certain intellectual property, including copyrighted software programs, and provides related support and consulting services to its licensed customers. In early 2019, Bradford learned WBP had infringed on his copyrighted software, committed fraud and breached his contract with no intent on paying for FieldNotes, Inc software assigned to FiledNotes by Bradford and Yu.

4. Defendant WBP Group PTY LTD a/k/a WBP Property Valuers and its affiliates (“WBP”) are an Australian Company with its principal place of business in North Melbourne, VIC, Australia, 3051, requiring international service under the Hague Convention for service of legal documents.

### **BACKGROUND**

5. Field Notes entered into a contract with WBP in 2006. In 2020 Bradford filed a Demand for Arbitration which was given a case number and is attached (Exhibit “1”). Fieldnotes attached a copy of the contract with arbitration demand and a declaration under penalty of perjury that he saw a signed 2006 copy of the contract and on information and belief a signed copy is in the possession of WBP or may be found in archived computers or emails of FieldNote’s storage units being presently searched (Exhibit “2”). FieldNotes would not have allowed WBP to issue its own license keys and server log in credentials without a written contract.

### **DEMAND FOR THE COURT TO ISSUE A ORDER TO COMPEL ARBITRATION**

6. FieldNotes incorporates each of the allegations in preceding paragraphs 1-5 of this Complaint as though fully set forth here along with exhibits.
7. Bradford was under contract with WBP and when a party will not arbitrate then the federal courts can order that the parties arbitrate according to the arbitration clause in the contract between the parties under 9 USC § 1 and the other elements of the Federal Arbitration Act.

### **Prayer for Relief**

WHEREFORE, FieldNotes respectfully prays for the following:

For an order to compel arbitration under the 2006 contract, and alternatively if the Court does not find an enforceable arbitration provision in the contract to allow amendment of this complaint as a copyright infringement lawsuit with a first amended petition.

Dated this 8<sup>th</sup> day of March 2021

Respectfully submitted,

/S/Donald E. Little

Donald E. Little

TX Bar No. 24076191

506 Rolling Green Drive

Lakeway, Texas 78734

(435) 901-0333

donaldlittle1@msn.com